

### SALES AND PURCHASE AGREEMENT

THIS SALES AND PURCHASE AGREEMENT (this "Agreement") is entered into on December 10<sup>th</sup>, 2020 (the "Effective Date"), between **KITCHEN WINNERS NY INC**, a New York corporation having an address at 1134 53RD ST, BROOKLYN, NY 11219 ("Seller") and **JNS SERVICES CORP.** a NY corporation having an address at 155 Skillman Street, Brooklyn, NY 11205 ("Buyer") (each a "Party" and, collectively, the "Parties"). The Parties agree jointly, severally, mutually, and reciprocally to the terms and conditions stated herein and that this Agreement may be referenced from time to time in any documents or agreements with respect to the sale and purchase of:

#### 500,000 boxes of Nitrile Gloves

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the "Products" described below subject to the following terms and conditions:

#### 1. Purchase and Sale:

Product	Boxes	Unit Price	Purchase Price
Nitrile Gloves (Box 100) Color: Blue, Medical exam grade with FDA 510k	500,000	\$11.00	\$5,500,000.00
Brands: Medcare or equivalent quality branded goods.			
Sizes: S =10% M =40% L= 40% XL=10%			

#### 2. Payment Terms:

- a. Within twenty-four (24) hours of signing this Agreement, Buyer shall wire to an account designated by Seller the sum of \$2,000,000.00 (the "Deposit"). The sum of 825,000 of the Deposit shall be applied as 15% Deposit of the total order with the remaining to be released as payment for the 85% Balance for Products as they are shipped. Upon shipment of the first six (6) containers (the "Initial Delivery") of Products (approximately 155,000 boxes depending on the height of the containers available at the time of packing) Buyer shall fund the Second Deposit (as defined below).
- b. Within twenty-four (24) hours of the completion of the Initial Delivery, Buyer shall wire to an account designated by Seller the sum of \$2,000,000.00 (the "Second Deposit"). At no time except for immediately prior to the delivery of the last 45,000 boxes, shall the available Deposit funds be less than \$500,000.00.
- c. *Seller reserves the right to entertain backup offers for the Products and on such terms as Seller deems appropriate until such time that Buyer deposits the Deposit, or any subsequent payment due, with Seller. Seller may proceed to sell to other purchasers in the order of first in time to deposit the full Deposit in cash. Seller shall promptly notify Buyer if another purchaser has deposited funds with Seller.*

3. **Buyer Pause.** Buyer shall have an option by delivery of written notice to Seller, upon completion of Each Delivery up to three times, to put a hold on delivery of the Products for a period of two (2) weeks (the "Pause Period") from delivery of such notice to Seller. Upon expiration of the Pause Period, Buyer shall fund the Second Deposit and continue to take delivery of the Products pursuant to the terms hereof.
4. **Delivery Period.** Within fifty-five (55) days of Buyer funding the Deposit, unless extended by the Pause Period pursuant to section 3 above, the Seller shall have provided Buyer with (a) bill of lading(s) for five hundred thousand (500,000) boxes of gloves (the "Delivery Period").
5. **Delivery Defined.** A Bill of Lading shall be deemed satisfactory and Products deemed delivered at the time the Products are packed into a shipping container and picked up by Seller from the factory. Delivery onboard the shipping vessel shall not be necessary to require payment of the balance of the Purchase Price, however transfer of title should be available when needed upon request.
6. **Customs.** The Products shall be shipped by sea to New York. Seller shall import the Product, clear customs and pay any taxes and duties. Buyer shall arrange for and pay the cost of ground transportation after customs clearance.
7. **Manufacturing Variance.** Seller shall be allowed a variance in packing quantities of up to ten (10%) percent.

*[remainder of page intentionally left blank; signature pages follow]*

The foregoing Agreement is read and agreed by:

Seller:

Signature: Hershey Weiner 12/10/2020

Name: Hershey Weiner

Title:

On behalf of: **Kitchen Winners NY Inc.**

Phone:

Email:

Buyer:

Signature: Jaël Stern 12/10/20

Name: Jaël Stern

Title:

On behalf of: **JNS SERVICES CORP**

Phone:

Email:

**SALES AND PURCHASE AGREEMENT**

THIS SALES AND PURCHASE AGREEMENT (this "Agreement") is entered into on <sup>Feb. 3</sup> ~~January~~ 3, 2021 and shall be effective as of February 1, 2021 (the "Effective Date"), between KITCHEN WINNERS NY INC, a New York corporation having an address at 1134 53RD ST, BROOKLYN, NY 11219 ("Seller") and JNS SERVICES CORP. a NY corporation having an address at 155 Skillman Street, Brooklyn, NY 11205 ("Buyer") (each a "Party" and, collectively, the "Parties"). The Parties agree jointly, severally, mutually, and reciprocally to the terms and conditions stated herein and that this Agreement may be referenced from time to time in any documents or agreements with respect to the sale and purchase of:

**1,000,000 boxes of Nitrile Gloves**

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the "Products" described below subject to the following terms and conditions:

**1. Purchase and Sale:**

Product	Boxes	Unit Price	Purchase Price
Nitrile Gloves (Box 100) Color: Blue, Medical exam grade with FDA 510k	1,000,000	\$11.50	\$11,500,000.00
Brands: Medcare or equivalent quality branded goods.			
Sizes: S =10% M =40% L= 40% XL=10%			

**2. Payment Terms:**

- a. Within twenty four (24) hours of signing this Agreement, Buyer shall wire to an account designated by Seller the sum of \$1,500,000.00 (the "Deposit"). The Deposit represents a thirteen (13%) percent deposit for the Products.
- b. The balance of the Purchase Price (87%) for each shipment of goods shall be paid to Mark J. Nussbaum & Associates PLLC ("Escrow Agent") within twenty-four (24) hours of delivery of a Bill of Lading for the shipment to Buyer. The balance payment shall be held in escrow by Escrow Agent pursuant to the escrow agreement attached hereto as Exhibit A and shall be released to Seller upon delivery of the container to the designated U.S. port of entry. For the avoidance of doubt: a Bill of Lading\* shall be deemed satisfactory for this provision at the time the Products are packed into a shipping container and picked up by Seller from the factory. Delivery onboard the shipping vessel shall not be necessary to require payment of the balance of the Purchase Price. with inspection Refurb
- c. *Seller reserves the right to entertain backup offers for the Products and on such terms as Seller deems appropriate until such time that Buyer deposits the Deposit, or any subsequent payment due, with Seller. Seller may proceed to sell to other purchasers in the order of first in time to deposit the full Deposit in cash. Seller shall promptly notify*

*Buyer if another purchaser has deposited funds with Seller. In the event Buyer fails to timely make any subsequent balance payment due hereunder, Seller shall have the right to sell the Products to another purchaser and retain the Deposit paid hereunder as liquidated damages.*

3. **Products Ready.** Within six (6) weeks of Buyer funding the Deposit, Seller shall have provided Buyer with bill of lading(s) for all of the Products, (the "Delivery Period").
4. **Manufacturing Disclaimer.** Seller is merely a reseller of the Products and not the manufacturer, as such Seller does not make any warranties as to the Products except that they conform to the specifications provided.
5. **Delivery Defined.** A Bill of Lading shall be deemed satisfactory and Products deemed delivered at the time the Products are packed into a shipping container and picked up by Seller from the factory. Delivery onboard the shipping vessel shall not be necessary to require payment of the balance of the Purchase Price. with inspection
6. **Customs.** The Products shall be shipped by sea to New York. Seller shall import the Product, clear customs and pay any taxes and duties. Buyer shall arrange for and pay the cost of ground transportation after customs clearance.
7. **Manufacturing Variance.** Seller shall be allowed a variance in packing quantities of up to ten (10%) percent.
8. **General Provisions:**
  - a. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language. Notices may be made by overnight courier, registered mail or electronic mail at the addresses provided.
  - b. **JURISDICTION, VENUE & CHOICE OF LAW:** The Parties agree that the internal laws of the state of New York shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Buyer and Seller without regard for conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Kings, New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum *non conveniens* or similar doctrine.
  - c. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without the express written consent of the other party.

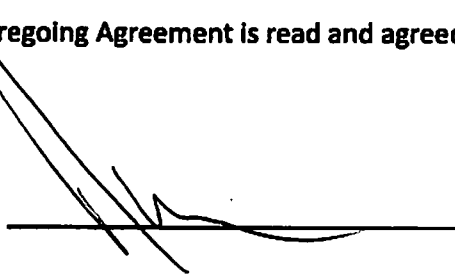
- d. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- e. **NO WAIVER:** In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- f. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

*[remainder of page intentionally left blank; signature pages follow]*

The foregoing Agreement is read and agreed by:

**Seller:**

**Signature:**

A handwritten signature in black ink, appearing to read 'Hershey Weiner', is written over a horizontal line.

**Name:** Hershey Weiner

**Title:**

**On behalf of:** Kitchen Winners NY Inc.

**Phone:**

**Email:**

**Buyer:**

**Signature:**

A handwritten signature in black ink, appearing to read 'Joel Stern', is written over a horizontal line.

**Name:** Joel Stern

**Title:**

**On behalf of:** JNS SERVICES CORP

**Phone:**

**Email:**

**Exhibit A**  
**Escrow Agreement**

To Bo worked on - - -



**SIDE AGREEMENT**

THIS SIDE AGREEMENT ("Agreement") is made this <sup>Feb.</sup> 3<sup>rd</sup> day of ~~January~~ 2021, by and among **KITCHEN WINNERS NY INC**, a New York corporation having an address at 1134 53RD St, Brooklyn, NY 11219 ("Seller") and **JNS SERVICES CORP.** a NY corporation having an address at 155 Skillman Street, Brooklyn, NY 11205 ("Buyer") Seller and Buyer are each individually referred to herein as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, on or about January , 2021, Buyer and Seller have entered into a purchase and sale agreement attached hereto as EXHIBIT A (the "PSA"), pursuant to which Buyer will purchase medical grade nitrile exam gloves (the "Goods") at \$11.50 per box (the "Purchase Price"); and

**WHEREAS**, pursuant to the PSA Buyer has ordered 1,000,000 boxes (the "Order"); and

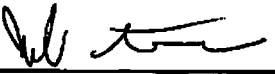
**NOW, THEREFORE**, in consideration of the payment of the sum of ten (\$10.00) dollars and other good and valuable consideration as set forth herein the receipt and sufficiency of which is hereby set forth, the parties agree as follows:

1. **Definitions**: Undefined capitalized terms contained herein shall have the meanings ascribed to them in the PSA.
2. **Purchase Price**: Notwithstanding anything to the contrary contained in the PSA, the Purchase Price for the Order shall be ~~ten dollars and seventy-five cents (\$11.25)~~ per box.  
*Eleven Dollars & twenty five cents*
3. **Delivery Schedule**: Seller shall make best efforts to provide Buyer with all of the goods comprising the Order within six (6) weeks from the date the Deposit under the PSA is funded.
4. **Priority On Future Orders**: Since Buyer is a early customer of Seller, Seller will grant Buyer priority over other customers in connection with future orders of the Products.

**[Signatures on page to follow]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

**JNS SERVICES CORP**

By: 

Name: Joel Stern

Title:

**KITCHEN WINNERS NY INC**

By: 

Name: Hersh Weiner

Title: